

**IT Professional Technical Services
Master Contract Program
T#:902TS**

**Statement of Work (SOW)
For Technology Services
Issued By**

Minnesota Department of Administration

**Project Title: Lease Management – Implementation of
Archibus Lease Module – Version 18**

**Service Category (ies): Database-MS SQL; Training-Instructor-
Led; Web Application Specialist-Java/JSP/Servlets; Web
Design & Development-HTML/XML/DHTML CSS JavaScript**

Business Need

State of Minnesota, Department of Administration is responsible for leasing non-state owned space on behalf of state agencies as required to meet real estate needs. The Department of Administration is the lessee on approximately 816 leases throughout the state, along with approximately 80 leases with state agencies on the State Capitol campus and approximately 70 leases with non-state entities in state owned property. Currently the State manages the inventory of these leases in an Access database. The State of Minnesota currently owns Archibus software to manage its real property portfolio. Included in the software package is a lease module (version 18). There is a business need to provide real-time information on leases, improve oversight capabilities and overall effectiveness in management and administration of leasing activities, streamline business processes and maximize state efficiencies and eliminate unnecessary costs and time in leasing activities.

Project Deliverables

Provide/include representative listing of specific events and tasks occurring during each of the following project deliverables to include the number of hours to complete each event and/or task and key deliverables, the relative responsibilities of the various members of the project team and State staff and schedule:

1. Business analysis services and documentation of analysis to implement the currently State- owned lease module.
2. Project plan and schedule for the implementation of the out of the box State hosted lease module.
3. Implementation plan and schedule for each recommended additional configuration to better align the system with business processes.
4. Migrate existing data from the Access database.
5. Provide training and schedule.
6. Provide annual cost of support services.

Project Milestones and Schedule

1. Project Start Date: January 3, 2011
2. Key deliverable dates As required by the project plan
3. End Date: On or before June 30, 2011

Project Environment (State Resources)

1. Minnesota Department of Administration staff resources: Lease Supervisor, support staff, RECS IT Staff, System Administrator, Leasing Staff
2. Infrastructure: Windows virtual servers and Websphere servers

Responsibilities Expected of the Selected Vendor

Vendor staff will provide technical application support, training, data migration services and programming.

Required Skills (These are to be scored as pass/fail requirements)

Required minimum qualifications such as:

1. Three years of experience with Archibus software.
2. Three years of experience with the Archibus lease module design and configuration; understanding of real estate terminology.
3. Three years experience with XML in the Archibus environment
4. Three years experience with Archibus Web Central and Archibus Windows modules to include Space and Move Management.

Process Schedule

- | | |
|--|--|
| 1. Publish Statement of Work | 11/17/10 |
| 2. Deadline for Questions | 11/24/10, 2:00 PM, Central Standard Time |
| 3. Posted Response to Questions on OET website | 11/30/10, 2:00 PM, Central Standard Time |
| 4. Proposals due | 12/8/10, 2:00 PM, Central Standard time |
| 5. Anticipated proposal evaluation begins | 12/9/10 |
| 6. Anticipated proposal evaluation & decision | 12/17/10 |

Questions

Any questions regarding this Statement of Work should be submitted via mail or e-mail by November 24, 2010, 2:00 PM, Central Standard Time to:

Susan Estes
Department of Administration
Real Estate and Construction Services
50 Sherburne Avenue, Room 309
St. Paul MN 55155
Telephone Number: 651-201-2541
Email Address: susan.estes@state.mn.us

Questions and answers will be posted on the Office of Enterprise Technology (OET) website by November 30, 2010 at 2:00 PM, Central Standard Time (<http://www.oet.state.mn.us>).

SOW Evaluation Process

1. All proposals will be evaluated based on the following criteria:
 - a. Company overview (5%)
 - b. Experience with similar projects (20%)
 - c. Project overview (10%)
 - d. Skills of Staff (30%)

- e. Three references from clients with similar needs as this project (5%)
- f. Cost (30%)
- 2. The evaluation team will consist of the Director, Lease Supervisor, RECS IT Staff

Response Requirements

- 1. Introduction
- 2. Company overview
 - a. Provide company description, history and growth
 - b. Provide current financial data
 - c. For firms with multiple office locations, briefly summarize locations
- 3. Describe experience on similar projects
- 4. Project Overview
 - a. Describe understanding of project
 - b. Describe your method of providing the service
 - c. Describe your unique qualifications, if any
- 5. Staff Overview
 - a. Provide resumes of staff assigned to this project, including but not limited to documentation of the pass/fail requirements under "Required Skills", page 2
 - b. Provide office location of staff assigned to this project
 - c. Provide responsibilities of staff assigned to this project
- 6. Provide three (3) client references for which the firm has provided similar services.
- 7. Provide statement regarding any conflict of interests
- 8. Required forms to be returned or additional provisions that must be included in proposal
 - a. Affirmative Action Certificate of Compliance (if over \$100,000)
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
 - b. Affidavit of non-collusion
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - c. Immigration Status Certification (if over \$50,000)
<http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>
 - d. Location of Service Disclosure
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>
- 9. Provide cost proposal in the following format:
 - a. Cost per hour for service provided for **each** of the deliverables on page 1, under "Project Deliverables".

Service will be utilized on an hourly as needed. The State reserves the right to issue work orders to multiple firms.

Proposal Submission Instructions

- 1. Submit proposals by email to: sherry.vanhorn@state.mn.us with two (2) attachments as follows:
 - a. Narrative proposal
 - b. Cost Proposal
- 2. Subject line in email must be labeled: Lease Management – Archibus Version 18 – Lease Module Implementation
- 3. Response due date is December 8, 2010 by 2:00 PM, Central Standard Time. Proposals will not be accepted after this due date and time.

General Requirements

- 1. **Proposal Contents**
By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

2. **Liability**

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

3. **Disposition of Responses**

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

4. **Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

5. **IT Accessibility Standards**

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:

http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

6. **Nonvisual Access Standards**

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

7. **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

8. **Veteran-owned/Service Disabled Veteran-Owned Preference**

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and sign the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

9. **Foreign Outsourcing of Work Prohibited**

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

STATE OF MINNESOTA

IT Professional Technical Services Master Contract Program Work Order

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

1.1 Effective date: _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____ [Thorough Description of Tasks/Duties]

3 Consideration and Payment

3.1 Consideration. The State will pay for all services performed by the Contractor under this work order as follows:

A. **Compensation.** The Contractor will be paid as follows: _____ [For example; Resource Type hourly rate]

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$_____.

Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$_____.

3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:_____

4 Authorized Representatives

The State's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

5 Nonvisual Access Standards

Nonvisual access standards require:

5.1 The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

5.2 That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

5.3 That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

5.4 That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

6 Liability

6.1 In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

6.2 The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.